

## **Exhibits to Asset Purchase Agreement**

## TRANSITION SERVICES AGREEMENT

This Transition Services Agreement ("Agreement") is made as of this [ ] day of February, between **SHARED TECHNOLOGIES ALLEGIANCE, INC.**, a Delaware corporation ("Shared Technologies"), and **XO Communications, Inc.**, a Delaware corporation ("Buyer") Each of Shared Technologies and Buyer are from time to time referred to in this Agreement separately as a "Party" and collectively as the "Parties"

Buyer, Allegiance Telecom, Inc., a Delaware corporation ("ATI") and certain subsidiaries of ATI (collectively, "Allegiance") have entered into an Asset Purchase Agreement, dated as of February 18, 2004 (the "Purchase Agreement"). All capitalized terms used but not defined herein shall have the meaning set forth in the Purchase Agreement.

### 1 0 TRANSITION SERVICES

1 1 Transition Services Provided by Shared Technologies to Buyer Shared Technologies shall provide to Buyer the services and/or access to (a) the services identified in Schedule 1.1 (the "Shared Technologies Transition Services") in the manner in which and to the extent that Shared Technologies provided such services to the Business immediately prior to the Closing Date, and (b) such services (if any) as may be agreed to in writing by the Parties from time to time. In addition, Shared Technologies shall provide reasonable assistance to Buyer or to another supplier of such services of Buyer's choice in connection with the transition of Shared Technologies Transition Services to Buyer

1 2 Transition Services Provided by Buyer to Shared Technologies. Buyer shall provide to Shared Technologies the services and/or access to (a) the services identified in Schedule 1.2 (the "Buyer Transition Services", referred to collectively with the Shared Technologies Transition Services as the "Transition Services") in the manner in which and to the extent that the Business provided such services to Shared Technologies immediately prior to the Closing Date, and (b) such services (if any) as may be agreed to in writing by the Parties from time to time. In addition, Buyer shall provide reasonable assistance to Shared Technologies or to another supplier of such services of Shared Technologies' choice in connection with the transition of the Buyer Transition Services to Shared Technologies

1.3 Performance Each Party agrees to perform its respective Transition Services at a service level consistent with that received by the recipient of such Transition Services prior to the Closing Date including, without limitation, with respect to the type, quality and timeliness of such services. A Party performing its respective Transition Services shall be referred to herein as a "Providing Party" and a Party receiving Transition Services from the other shall be referred to herein as a "Receiving Party".

1.4 Cooperation. Each Receiving Party shall, in connection with receiving Transition Services from the Providing Party, follow the policies, procedures and practices of and relating to such services in effect immediately before the Closing Date, including providing information and documentation sufficient for the Providing Party to perform the Transition Services as they were performed prior to the Closing Date and making available, as reasonably requested by the Providing Party, sufficient resources and timely decisions, approvals and acceptances in order that the Providing Party may accomplish its obligations hereunder in a timely manner.

1.5 Limitations. The Transition Services shall be available only for purposes of conducting the respective businesses of Shared Technologies and the Business, substantially in the manner it was conducted immediately prior to the Closing Date; and a Providing Party shall not be obligated to provide any Transition Services hereunder if to do so would require such Providing Party (or its Affiliates) to hire any additional employees or consultants (i.e., in addition to that number of employees or consultants retained by Shared Technologies or Allegiance, as applicable, prior to the Closing Date), pay overtime to employees, maintain the employment of any specific employee or acquire any additional equipment or software. A Providing Party shall not be obligated to provide Transition Services if to do so would be in violation of any applicable law or existing agreement as of the date hereof. Notwithstanding the understanding that this Agreement shall not obligate a Providing Party (or its Affiliates) to maintain the employment of any specific employee, performance of a Providing Party's obligations hereunder shall not be excused by employee terminations, layoffs or reductions generally.

1.6 No Use of Name or Trademarks.

(a) In the absence of any separate written agreement among the Parties hereto to the contrary, no Party shall be entitled to use the name of any other Party or its Affiliates in promotional or advertising materials, it being understood that this shall not restrict any Party from referring to the relationship among the Parties to the extent required by Law. Except as provided in paragraph (b) below, no Party shall use the trademarks, service marks, trade names, logos or other commercial or product designations of any other Party for any purpose, without the prior written consent of such other Party.

(b) Within two (2) Business Days of the Closing Date, Shared Technologies will file appropriate documents, including in each jurisdiction where it is qualified to conduct business, to change its name from "Shared Technologies Allegiance, Inc." to some other name that does not use the Buyer's trademarks or trade names. Within thirty (30) Business Days after the Closing Date, Shared Technologies will notify its customers and vendors of its name change and inform such parties that it is no longer associated with "Allegiance Telecom", provided that any such communication shall be reasonably acceptable to Buyer.

1.7 Transition Commitments. Subject to Sections 1.3 through 1.5 above, each Party shall use commercially reasonable efforts to fulfill its commitments as identified in Schedules 1.1 and 1.2.

2.0 PAYMENT/FEES

2.1 Fees, Costs and Expenses. A Receiving Party shall not be responsible for payment of any fees or expenses related to the Transition Services provided by the Providing Party, except as provided under Schedule 1.1 or Schedule 1.2. Fees and expenses due hereunder shall be invoiced on a monthly basis. Any amounts due under this Section 2.1 shall be paid by the appropriate Party to the other Party within fifteen (15) Business Days of receipt of a reasonably detailed invoice therefore. Any disputes with regard to such expenditures shall be settled in accordance with the provisions of Section 7.11.

### 3 0 TERM/TERMINATION

3 1 Term. This Agreement shall commence on the Closing Date and shall remain in effect with respect to any Transition Services for a four (4) month period (the "Term"), unless otherwise expressly specified in this Agreement or on Schedule 1.1 or Schedule 1.2 with respect to such services

3 2 Termination for Cause. Notwithstanding the above, either Party may terminate this Agreement upon twenty (20) days' prior written notice to the other Party in the event of a material breach by such other Party of this Agreement, provided that, the Party said to be in material breach shall have a fifteen (15) day period in which to cure the breach after written notice thereof (except in the case of non-payment for which there shall be a five (5) day cure period).

3.3 Termination for Convenience At anytime during the Term of the Agreement, a Receiving Party may terminate its use of services specified in Schedule 1.1 or Schedule 1.2, as applicable, upon written notice to the Providing Party; such notice shall specify the effective date of termination, which shall not be less than ten (10) Business Days from the date of such notice. The Receiving Party will only be responsible for the payment of services provided hereunder by the Providing Party through the effective date of termination.

### 4 0 RECORDS AND AUDIT RIGHTS

4.1 Buyer shall keep and maintain books and records related directly to the performance of Buyer Transition Services consistent with the Buyer's internal policies for providing similar services. Shared Technologies shall keep and maintain books and records related directly to the performance of Shared Technologies Transition Services consistent with its accounting and business practices prior to the Closing Date. Notwithstanding the foregoing, to the extent that a Receiving Party is obligated to reimburse the Providing Party for services based on hourly rates, the Providing Party shall keep reasonably detailed time records to substantiate the number of hours of work performed by Representatives of the Providing Party. Such time sheets shall be maintained in .25 hour increments.

4 2 Each Providing Party shall provide the Receiving Party reasonable access to such records for the purposes of copying or auditing them, during normal business hours. The Party conducting the audit will provide the other Party with at least ten (10) days prior written notice of an audit request. The Party being audited will cooperate with the Party conducting the audit and will make the information reasonably required to conduct the audit available on a timely basis, provided, however, that such cooperation will not oblige the Party being audited to materially disrupt its business operations. The Party conducting the audit shall be responsible for all costs related to any such audit.

### 5.0 LIMITATION OF LIABILITY; DISCLAIMER

5.1 LIMITATION OF LIABILITY. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR SUCH OTHER PARTY'S CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, LOST PROFITS OR SIMILAR ITEMS.

5 2 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 1 3, NONE OF THE PARTIES OR THEIR RESPECTIVE AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TRANSITION SERVICES TO BE PROVIDED UNDER THIS AGREEMENT. EACH PARTY AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6 0 INSURANCE.

6.1 Each Party shall at all times during the Term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of A- VII.

(a) Workers' Compensation Insurance with statutory limits as required in the state(s) of operation Employer's Liability or "Stop Gap" insurance with limits of not less than \$1,000,000 each accident

(b) Commercial General Liability Insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the performance of this Agreement, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products/completed operations, and contractual liability with respect to the liability assumed by the Party hereunder The limits of insurance shall not be less than.

|                                       |             |
|---------------------------------------|-------------|
| Each Occurrence                       | \$1,000,000 |
| General Aggregate Limit               | \$2,000,000 |
| Products-Completed Operations Limit   | \$1,000,000 |
| Personal and Advertising Injury Limit | \$1,000,000 |

(c) Comprehensive Automobile Liability Insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with the performance of this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage.

(d) All Risk Property Insurance (including waiver of subrogation)

The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. Each Party shall provide certificate(s) of such insurance upon execution of this Agreement and upon any renewal of such insurance during the Term of this Agreement. The certificate(s) shall provide that (1) Customer (and its participating affiliates) be named as an additional insured(s) as their interest may appear with respects this Agreement; (2) endeavor to provide the other Party thirty (30) days prior written notice of cancellation of the policy, (3) coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by the other Party as respects .

7.0 MISCELLANEOUS

7.1 Expenses Except as set forth above in Section 2.1 (including the Schedules referred to in that Section), each of the Parties shall pay its own fees and expenses (including but not limited to the fees and expenses of its respective counsel, accountants and other experts) and shall pay all other expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement and the performance of its obligations hereunder.

7.2 Governing Law This Agreement shall be governed by and construed and enforced in accordance with the internal laws (and not the choice-of-law rules) of the State of New York.

7.3 Notices Unless otherwise provided herein, any notice, request, instruction or other document to be given hereunder by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission (with such facsimile transmission confirmed by sending a copy of such notice, request, instruction or other document by certified mail, return receipt requested, or overnight mail) or mailed by certified mail, postage prepaid, return receipt requested, as follows.

If to Shared Technologies:  
9201 North Central Expressway  
Dallas, TX 75201  
Attention: Anthony J. Parella, President of Shared Technologies

With a copy to (which shall not constitute notice).  
700 E. Butterfield Road, Suite 400  
Lombard, IL 60148  
Attention: Kellee Chube, Esq.  
Fax: (630) 522-5250

If to the Buyer

XO Communications, Inc

11111 Sunset Hills Road  
Reston, Virginia 20190  
Attention: General Counsel

Fax (703) 547-2025

With a copy to (which shall not constitute notice):

Brown Rudnick Berlack Israels  
120 West 45th Street  
New York, NY 10036  
Attention Edward S. Weisfelner  
Steven D. Pohl  
Fax (212) 704-0196

or to such other place and with such other copies as either party may designate as to itself by written notice to the other party. Notices sent as provided herein shall be deemed given on the date received by the recipient. If a recipient rejects or refuses to accept a notice given pursuant to this Section, or if a notice is not deliverable because of a changed address or fax number of which no notice was given in accordance with the provisions hereof, such notice shall be deemed to be received five (5) Business Days after such notice was mailed (whether as the actual notice or as the confirmation of a faxed notice) in accordance with the terms hereof.

7.4 Entire Agreement. Except as otherwise expressly provided herein, this Agreement and the attached Schedules 1.1 and 1.2 contain the entire understanding of the Parties hereto with respect to the subject matter contained herein and supersedes and cancels all prior agreements, negotiations, correspondence, undertakings and communications of the Parties, oral or written, respecting such subject matter. There are no promises, representations, warranties, agreements or undertakings of any Party with respect to the transactions contemplated by this Agreement other than those specifically set forth in this Agreement.

7.5 Amendments. This Agreement may be amended or modified only by a written instrument executed by the Parties.

7.6 Counterparts. This Agreement may be executed by the Parties in separate counterparts (included by telecopied signature pages), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

7.7 Assignment. This Agreement shall inure to the benefit of and be binding upon Shared Technologies and Buyer and their respective successors and permitted assigns. Neither Party shall assign or otherwise transfer this Agreement without the express written consent of the other Party.

7.8 Severability, Enforcement. Any term or provision of this Agreement that is held to be invalid, prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, prohibition or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any terms or provisions of this Agreement in any other jurisdiction.

If any provision of this Agreement shall be held to be invalid, prohibited or unenforceable unless narrowed by construction, such provision shall be construed as if more narrowly drawn so as not to be invalid, prohibited or unenforceable.

7.9 Waiver. The failure of any Party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance.

7.10 Relationship Among the Parties. The Parties agree that this is an arm's length transaction in which the Parties' undertakings and obligations are limited to the performance of their obligations under this Agreement. It is expressly understood and agreed that in rendering the Transition Services hereunder, each Party is acting as an independent contractor and that this Agreement does not constitute any Party as an employee, partner, joint venturer, agent or other Representative of any other Party for any purpose whatsoever. None of the Parties has the right or authority to enter into any contract, warranty, guaranty or other undertaking in the name of or for the account of any other Party, or to assume or create any obligation or liability of any kind, express or implied, on behalf of any other Party or to bind any other Party in any manner whatsoever, or hold itself out as having any right, power or authority to create any such obligation or liability on behalf of any other or to bind any other Party in any manner whatsoever (except as to any actions taken by a Party as required hereunder).

7.11 Dispute Resolution. If a claim or dispute among the Parties arises in connection with this Agreement, the Parties shall attempt in good faith to resolve through negotiation such claim or dispute. If the Parties cannot mutually resolve such matter within twenty (20) business days of the initial notice of such dispute, the Parties agree that such claim or dispute shall be settled by arbitration in Chicago, Illinois, in accordance with the then-current rules of the alternative dispute resolutions firm JAMS or its successor, or if no successor exists, then in accordance with the then-current commercial arbitration rules of the American Arbitration Association. The arbitrator(s) shall be experienced in conducting arbitrations in the U.S. communications industry, selected mutually by Shared Technologies, on the one hand, and Buyer, on the other hand. The cost of the arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally by the Parties unless the award provides otherwise. Judgment upon the award rendered by the arbitrator(s) may be entered into any court of competent jurisdiction, and shall be fully enforceable and only appealable in accordance with the United States Arbitration Act, 9 U.S.C. Sec. 1 *et seq*. The Parties agree that, except as required by applicable law or regulation, the existence, outcome, and contents of any arbitration proceeding shall be kept confidential and that the arbitrator(s) shall be required to adhere to the same obligation of confidentiality.

7.12 Other Remedies. The Parties understand that any material breach of this Agreement may materially and irreparably harm Shared Technologies or Buyer, as the case may be, and that money damages may not be an adequate remedy for any material breach of such provisions. Accordingly, notwithstanding any other provision of this Agreement, Shared Technologies and Buyer agree that Shared Technologies and Buyer, as the case may be, in their



sole discretion and in addition to any other remedies they may have at law or in equity, may apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce the terms or prevent any material violations of this Agreement.

7 13 Confidentiality. Shared Technologies agrees to keep confidential, information relating to the Business and agrees not to disclose such information except as required by Law. Buyer agrees to keep confidential, information relating to the Shared Technologies business and agrees not to disclose such information except as required by Law.

7 14 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties and such assigns, any legal or equitable rights hereunder.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first written above.

**SHARED TECHNOLOGIES  
ALLEGIANCE, INC.**

By: \_\_\_\_\_  
Name: Anthony J. Parella  
Title President

**XO COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name: [ ]  
Title [ ]

**Shared Technologies Transition Services**  
**Schedule 1.1**

Shared Technologies shall provide the following services to Buyer under this Agreement:

**Buyer's Use of Shared Tech Premises**

Shared Technologies shall allow the Transferred Employees that occupied space in any of Shared Technologies' facilities listed in Exhibit A hereto and in accordance with the terms set forth in Exhibit C immediately prior to the Closing Date ("Shared Tech Premises"), to continue to occupy and access such premises for the Term of this Agreement. All of Shared Technologies' obligations with respect to the lease for these facilities during such period that are applicable or attributable to the Transferred Employee's occupancy and use of such Shared Tech Premises shall be reimbursed by Buyer in an amount equal to the total rent and other lease expenses divided by the total combined number of Shared Technologies and Transferred Employees located at the applicable Shared Tech Premises times the number of Transferred Employees located at such premises. (For purposes of calculating the proportionate fees to be reimbursed by Buyer, the total combined number of employees shall include any Shared Technologies employees or Transferred Employees located at a particular Shared Tech Premises on the first Business Day of the month.)

The Parties agree to cooperate in good faith to identify and agree upon all the Excluded Assets located in any Shared Tech Premises that are to be removed by Buyer. Unless the Parties mutually agree, Buyer shall not remove from such premises any Excluded Assets. Subject to Shared Technologies' and/or the applicable landlord's existing security policies, Shared Technologies shall allow Buyer's employees and other Representatives reasonable access during normal business hours to the Shared Tech Premises during the Term in order to remove any Acquired Asset.

Each Party shall appoint a point of contact to handle incidents relating to the Transferred Employees at the Shared Tech Premises and to determine how to configure the systems and facilities of the Transferred Employees at the Shared Tech Premises so that each Party's confidential or proprietary information cannot be accessed by the other Party or its Representatives.

**Buyer's Purchase of Shared Technologies Installation Services**

For the Term of this Agreement, Shared Technologies shall continue to perform certain installation services for the installation of customer premise equipment, purchased, owned and/or leased by Buyer's customers and used in conjunction with Allegiance network services.

For the provision of such installation services, Buyer will pay Shared Technologies a fee of \$125.00 per hour for installations services performed by a Shared Technologies technician Monday-Friday between the hours of 8:00 am-3:30 pm local time at the installation site.

**Buyer Transition Services**  
**Schedule 1.2**

Buyer shall provide the following services to Shared Technologies under this Agreement:

**Accounting**

*Lockboxes, Bank Accounts*

All signature authority, which upon Closing, resides with the Transferred Employees, associated with Shared Technologies' lockboxes and Shared Technologies' bank accounts shall be transferred to designated Representatives of Shared Technologies upon the Closing Date

*Accounts Payable*

Promptly after the Closing, and at no charge, Buyer shall provide Shared Technologies with an electronic file containing (i) a readily available report of outstanding accounts payable of Shared Technologies as of the Closing Date and (ii) access to, and, all relevant information contained in the Allegiance JD Edwards system (including tax identification numbers) relating to Shared Technologies' vendors. Promptly after the Closing, Shared Technologies shall notify all such vendors of the address to which vendors should send their invoices to Shared Technologies. For sixty (60) days after the Closing, and at no charge to Shared Technologies, Buyer shall promptly forward originals of any Shared Technologies' vendors' invoices received by Buyer to Shared Technologies as follows.

Shared Technologies

9201 North Central Expressway

Dallas, TX 75231

Attn: Denise Crane

Telephone: 469-259-2480

Facsimile: 469-259-9018

*General Accounting*

Promptly after the Closing and after receiving request of Shared Technologies, Buyer shall provide Shared Technologies with an electronic file containing (i) any readily-available information regarding month end close responsibilities solely related to the Shared Technologies business which are contained in the Allegiance accounting/finance systems and (ii) all relevant and readily-available information relating to the Shared Technologies business which are contained in the Allegiance accounting and finance systems. In addition, for sixty (60) days after the Closing, Buyer shall provide Shared Technologies with the following general ledger, accounting and treasury services such as follows:

A Cash Balancing (matching of cash posted to cash deposited to bank statement)

B Payroll Reporting (transfer of payroll data)

C Vendor Payment Information (information relating to monies paid by Buyer for the services described herein)

For the provision of any general accounting functions, Shared Technologies will pay Buyer a fee of \$37.95 per hour for such accounting functions

*Balance Sheet and Performance Data*

Promptly after the Closing and after receiving request of Shared Technologies, Buyer shall provide Shared Technologies with an electronic file containing the Closing Date balance sheet for Shared Technologies and readily available performance data for the Shared Technologies business, including, without limitation, a report of prepaid expenses (including prepaid expenses related to Shared Technologies' real estate leases) of Shared Technologies as of the Closing Date, plant, property and equipment detail

**Taxes**

Buyer shall reasonably cooperate with Shared Technologies regarding the transition of the Tax functions relating to Shared Technologies and, only to the extent that separate entity Tax returns are filed, shall provide and make available copies of such prior separate entity Tax returns, Tax compliance calendars and any other Tax-related information of Shared Technologies reasonably requested by Shared Technologies. Buyer shall have no obligation to make available or provide Shared Technologies with copies of any combined or consolidated group Tax returns or supporting schedules, including, but not limited to federal, state and local income, franchise, gross receipts, license, sales, use, excise and property Tax returns. Buyer shall not be obligated to fund any Taxes on behalf of Shared Technologies. Buyer will have no obligation to prepare, certify or provide any advice related to any tax return, tax filing or tax related matter. Buyer shall have no obligation to collect or remit to any Tax collection authority any Taxes on behalf of Shared Technologies.

Buyer shall promptly forward to Shared Technologies any notices received from any Governmental Authority relating to the operation or ownership of Shared Technologies for any Tax period. Shared Technologies shall promptly forward to Buyer any notices received from any Governmental Authority relating to the operation or ownership of the Business or the Acquired Assets for any Tax period.

For the provision of such Tax functions during the Term of this Agreement, Shared Technologies will pay Buyer a fee of \$35.80 per hour for Tax functions performed prior to Closing by an Allegiance Tax manager and the applicable hourly rate for any other Allegiance Tax personnel.

**Shared Technologies' Use of Buyer Premises**

Buyer shall allow the Shared Technologies' employees that occupied space in any of the facilities of the Business listed in Exhibit B hereto and in accordance with the terms set forth in Exhibit D hereto immediately prior to the Closing Date ("Buyer Premises"), to continue to occupy and

access such premises for the Term of this Agreement. All of Buyer's obligations with respect to the lease for these facilities during such period that are applicable or attributable to Shared Technologies' employees' occupancy and use of such premises shall be reimbursed by Shared Technologies in an amount equal to the total rent and other lease expenses divided by the total combined number of Shared Technologies' employees and Buyer's employees located at the applicable premises times the number of Shared Technologies' employees located at such premises (and any Shared Technologies' employees or Buyer's employees located at a particular premises at the beginning of the month shall be counted in calculating the proportionate fees for such month; provided that in no event will Shared Technologies be responsible for greater than the amount of the lease payment and other fees associated with the Allegiance Premises that had been paid by Shared Technologies in the month immediately preceding the month in which Buyer decides to vacate the Allegiance Premises

The Parties agree to cooperate in good faith to identify and agree upon all the Excluded Assets located in any Buyer Premises that are to be removed by Shared Technologies. Unless the Parties mutually agree, Shared Technologies shall not remove any Acquired Assets. Subject to Buyer's and/or landlord's existing security policies, Buyer shall allow Shared Technologies' employees and other Representatives reasonable access during normal business hours to the Premises during the Term in order to remove any Excluded Asset that belong to Shared Technologies.

Each Party shall appoint a point of contact to handle incidents relating to Shared Technologies' Representatives at the Buyer Premises and to determine how to configure the systems and facilities of Shared Technologies' Representatives at the Buyer Premises so that each Party's confidential or proprietary information cannot be accessed by the other Party or its Representatives

### **Internal Telecommunications**

Buyer, through its subsidiaries, shall provide internal telecommunications for Shared Technologies (i.e., local voice, long distance voice, internal data networks, email, 8XX services, and business Intranet) at the rates and charges in existence prior to the Close Date. Any amounts paid to non-Affiliated third parties in respect thereof by Buyer or its subsidiaries shall be reimbursed by Shared Technologies within fifteen (15) Business Days following receipt of a notice from Buyer that such amounts have actually been paid to such non-Affiliated third parties. The monthly fee charged to Shared Technologies for the use of such internal communications provided by non-Affiliated third parties, including e-mail, will be the monthly fee charged by non-Affiliated third parties for the affected site divided by the total combined number of Shared Technologies and Buyer employees located at the affected site times the number of Shared Technologies' employees located at the affected site provided that Buyer shall not be obligated to provide any additional services than those provided to Shared Technologies immediately prior to the Closing Date.

For the period from the Closing Date through the three (3) month anniversary thereof, Buyer shall provide the Shared Technologies' employees occupying space in the Buyer Premises with continued access to those e-mail accounts that existed immediately prior to Closing for use in the Shared Technologies business (for example, \_\_\_\_). Such use of Buyer's e-mail accounts shall be subject to its Acceptable Use Policy ("AUP") Any violation of such AUP by Shared Technologies or any of its Representatives shall permit Buyer to immediately and without notice terminate Shared Technologies' use of such e-mail accounts Any e-mail originated from Buyer's e-mail account by or on behalf of (i) Shared Technologies, (ii) any employee of Shared Technologies or (iii) any other Representative of Shared Technologies shall contain the following disclaimer:

Pursuant to the terms of a Transition Services Agreement dated as of [\_\_\_\_, 2004], XO Communications, Inc. ("Buyer") has permitted Shared Technologies Allegiance, Inc. ( "Shared Technologies") to utilize Buyer's e-mail account from [\_\_\_\_, 2004] through [\_\_\_\_, 2004] The content of and the views expressed in this e-mail are the sole responsibility of and belong exclusively to Shared Technologies; and Buyer and Allegiance disclaims any and all liability arising out of or relating to such content or views and any action or inaction associated therewith

#### **Clarify Systems**

Buyer shall provide Shared Technologies with access to and the information relating to Shared Technologies contained in Clarify, Allegiance's internal dispute resolutions systems. The parties shall cooperate in good faith to transfer the Shared Technologies' customer information contained in Clarify to Shared Technologies' dispute resolutions systems.

Any support services provided, prior to Closing, by Buyer's employees to Shared Technologies during the Term of this Agreement, with respect to the Clarify systems, will be paid for by Shared Technologies at a rate of \$40.00 per hour

#### **Human Resources**

The Parties shall cooperate in good faith to transfer the information relating to Shared Technologies' employees contained in Allegiance's JD Edwards systems and other systems to Shared Technologies' systems. For the period from the Closing Date through the three (3) month anniversary thereof, Buyer shall provide payroll administration services. For the provision of such Human Resource functions, Shared Technologies will pay Buyer a fee of \$18.03 per hour for Human Resources functions performed by an Allegiance Human Resources manager and the applicable hourly rate for any other Allegiance Human Resource personnel.

In addition, to the extent that Buyer receives any information, files or other relevant data relating to Shared Technologies employees, Buyer agrees to return such information to Shared Technologies with fifteen (15) days of receipt of such Shared Technologies information.

### **Website References and Links**

Within four (4) Business Days after the Closing, Shared Technologies shall remove from all website or URL references to Allegiance and all links to any of Allegiance's websites, unless otherwise permitted in writing by Buyer.

### **Shared Technologies' Vehicles and Other Shared Technologies' Assets**

Promptly after the Closing, Buyer shall, at no charge, transfer to Shared Technologies such title, if any, as Buyer has acquired pursuant to the Purchase Agreement to any and all vehicles, computer equipment, software and other assets used as of the Closing exclusively in the business of Shared Technologies (it being understood that vehicles used by Shared Technologies' employees to provide the installation services as of the Closing to Buyer as described in Schedule 1.1 that are otherwise used exclusively in the business of Shared Technologies shall be covered by this paragraph and the title thereof shall be conveyed pursuant to this paragraph)

The parties agree that the computer equipment, software and other assets used exclusively in the business of Shared Technologies as of the Effective Date of this Agreement are set forth in Exhibit E attached hereto. Any modification to Exhibit E prior to the Closing Date shall be agreed in writing by the parties

In addition, the parties agree that the vehicles used exclusively in the business of Shared Technologies as of the Effective Date of this Agreement are set forth in Exhibit F attached hereto. Any modification to Exhibit F prior to the Closing Date shall be agreed in writing by the parties

### **Other Operational Processes**

The Parties also shall cooperate in good faith (i) to complete the cutover of the 800-dispatch service relating to the Business from its current provider to a new provider designated by Shared Technologies and (ii) to provide each other with information necessary to effect the purposes of this Agreement and to operate their respective businesses, to the extent that such information is reasonably available to Shared Technologies or Buyer, as the case may be.